



# LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203

TELEPHONE (502) 587-5235

LAW DEPARTMENT

May 29, 1980

DAVID M. YEARWOOD  
GENERAL ATTORNEY

RECORDATION NO. *8684-12* Filed 1425

0-155A017

Ms. Agatha Mergenovich  
Secretary  
INTERSTATE COMMERCE COMMISSION  
Washington, D. C. 20423

JUN 3 1980  
Date

Fee \$ *10.00*

ICCS Washington, D.C.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation pursuant to 49 U.S.C. Section 11303 duly executed counterparts of an Agreement of Partial Release dated as of May 16, 1980 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203, and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company transferred and released to Louisville and Nashville Railroad Company fifteen (15) 100-ton open top hopper cars bearing the Railroad Company's road numbers 197262, 197272, 197501, 197560, 197643, 197836, 197875, 197960, 197969, 197990, 198066, 198078, 198096, 198149 and 198806, having suffered Casualty Occurrences, from that Conditional Sale Agreement dated as of January 15, 1977 among Bethlehem Steel Corporation, Greenville Steel Car Company and Louisville and Nashville Railroad Company and that Agreement and Assignment dated as of January 15, 1977 among Bethlehem Steel Corporation, Greenville Steel Car Company and Mercantile-Safe Deposit and Trust Company, as Agent, which were filed and recorded with the Interstate Commerce Commission on February 1, 1977 and assigned Recordation No. 8684.

Attached hereto is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

RECEIVED  
JUN 3 9 19 AM '80  
I.C.C.  
OPERATION BR.

After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
908 West Broadway  
P. O. Box 32290  
Louisville, Kentucky 40232

Respectfully yours,

Louisville and Nashville Railroad Company

By David M. Yearwood  
David M. Yearwood  
General Attorney

Attachments

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**6/24/80**

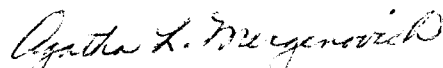
**OFFICE OF THE SECRETARY**

**David M. Yearwood**  
**General Attorney**  
**L&N Railroad Company**  
**908 W Broadway**  
**Louisville, Kentucky 40203**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/3/80 at 9:15am , and assigned re-recording number(s). 8684-D

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 8684-12 Filed 1425

JUN 3 1980 - 9 15 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE, dated as of May 16, 1980 between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called "Mercantile", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of January 15, 1977, hereinafter called the "Conditional Sale Agreement", among Bethlehem Steel Corporation and Greenville Steel Car Company (herein called "Vendors"), and the Railroad, it was agreed, among other things, that the Vendors would construct, sell and deliver to the Railroad and the Railroad would buy from the Vendors and accept delivery thereof and pay for the cars described therein, hereinafter called "cars", all as more particularly set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of January 15, 1977, hereinafter called the "Assignment", among the Vendors and Mercantile, as Agent, the Vendors sold, assigned, transferred and set over to Mercantile, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement (except certain rights excluded as set forth in Section 1 of said Assignment); and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on February 1, 1977, and assigned Recordation No. 8684; and

WHEREAS, Article 7 of the Conditional Sale Agreement provides, among other things, that when the aggregate Casualty Value of the cars which have suffered Casualty Occurrences exceeds \$300,000, the Railroad shall promptly pay a sum equal to the aggregate Casualty Value for such cars; and

WHEREAS, fifteen (15) 100-ton open top hopper cars subject to the Conditional Sale Agreement and bearing the Railroad's road numbers 197262, 197272, 197501, 197560, 197643, 197836, 197875, 197960, 197969, 197990, 198066, 198078, 198096, 198149 and 198806 have become worn out or irreparably damaged and are hereinafter referred to as "Destroyed Cars"; and

WHEREAS, the Railroad has made the required Casualty Value payment for the Destroyed Cars.


NOW, THEREFORE, in consideration of the payment of the aggregate Casualty Value for the Destroyed Cars by the Railroad, receipt of which is hereby acknowledged, Mercantile does hereby release the Destroyed Cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to the Railroad, its successors and assigns, all and singular the Destroyed Cars to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Railroad have caused this Agreement to be signed in their behalf, respectively, and their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.


MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Agent

By

  
Assistant Vice President

(Corporate Seal)

ATTEST:

  
Corporate Trust Officer


LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

  
Assistant Vice President

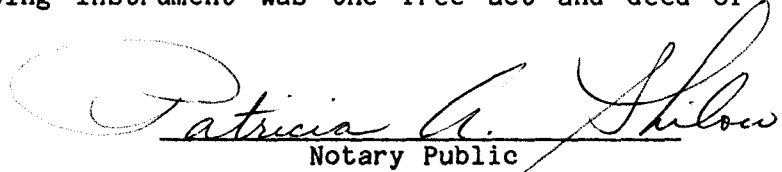
(Corporate Seal)

ATTEST:

  
Attesting Officer

STATE OF MARYLAND     )  
                                  ) SS:  
CITY OF BALTIMORE     )

On this 27<sup>th</sup> day of May, 1980 before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires 7-1-82.

NOTARIAL SEAL

COMMONWEALTH OF KENTUCKY )  
                                  ) SS:  
COUNTY OF JEFFERSON     )

On this 1st day of May, 1980, before me personally appeared D. G. Watkins, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires March 4, 1981.

NOTARIAL SEAL